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EXAMINER
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LAstra, DANIEL

ART UNIT	PAPER NUMBER
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3622

DATE MAILED: 10/03/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

**Office Action Summary**

Application No.

10/028,013

Applicant(s)

SIANN ET AL.

Examiner

DANIEL LASTRA

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

**Status**

- 1) ☒ Responsive to communication(s) filed on 13 March 2002.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

**Disposition of Claims**

- 4) ☒ Claim(s) 1-66 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-66 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

**Application Papers**

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

**Priority under 35 U.S.C. § 119**

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

**Attachment(s)**

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_.
- 4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: \_\_\_\_\_.

### DETAILED ACTION

1. Claims 1-66 have been examined. Application 10/028,013 (STORAGE AND DELIVERY OF ELECTRONIC MEDIA CONTENT WITH ADVERTISING) has a filing date 12/21/2001.

### *Claim Rejections - 35 USC § 102*

2. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(b) the invention was patented or described in a printed publication in this or a foreign country or in public use or on sale in this country, more than one year prior to the date of application for patent in the United States.

Claims 1-8, 10-12, 16-20, 25-28, 43-45, 47, 49-55, 59, 60, 62-64, rejected under 35 U.S.C. 102(b) as being anticipated by Angles (US 5,933,811).

Claim 1, Angles teaches:

A method of electronically providing electronic media content and advertising content, said method comprising the steps of:

providing a media player (see figure 1, item 12; col 2, lines 50-57;);

providing electronic media content (see col 2, lines 60-67; col 21, lines 52-60 "internet radio");

providing advertising content (see col 2, line 60 – col 3, line 5);

electronically providing said media player with said electronic media content via a first method of transmission (see col 2, line 45 – col 3, line 17);

electronically providing said media player with said advertising content via a second method of transmission (see col 2, line 45 – col 3, line 17); and

wherein said media player provides said electronic media content to a user and further wherein said media player electronically controls when said advertising content is provided to said user (see col 2, line 45 – col 3, line 17).

Claim 2, Angles teaches:

The method of claim 1, wherein said electronic media content is provided by a electronic media content provider and said advertising content is provided by an advertising content provider (see col 3, lines 5-20).

Claim 3, Angles teaches:

The method of claim 2, wherein said advertising content provider pays a payment to have its advertising content played on said media player and said electronic media content provider is paid at least a portion from said payment (see col 4, lines 1-25).

Claim 4, Angles teaches:

The method of claim 1, wherein said advertising content comprises advertisements and said media player comprises an advertising control module, wherein said advertising control module determines when to play advertisement(s) and which of said advertisement(s) to play (see col 3, lines 1-30).

Claim 5, Angles teaches:

The method of claim 1, wherein said media player comprises a user interface (see col 3, lines 1-65).

Claim 6, Angles teaches:

The method of claim 1, wherein said media player collects and stores user data (see col 3, lines 55-65).

Claim 7, Angles teaches:

The method of claim 6, wherein said user data is electronically provided to a provider of said advertising content (see col 3, lines 55-65).

Claim 8, Angles teaches:

The method of claim 1, wherein said electronic media content is secure and is not capable of being played without use of access data associated with said secured electronic media content (see col 13, lines 35-45).

Claim 10, Angles teaches:

The method of claim 1, wherein said second method of transmission is a wireless Transmission (see col 10, lines 33-40).

Claim 11, Angles teaches:

The method of claim 10, wherein said first method of transmission is a high bandwidth transmission (see col 9, lines 50-55).

Claim 12, Angles teaches:

The method of claim 10, wherein said first method of transmission is a connection to the Internet (see col 9, lines 50-55).

Claim 16, Angles teaches:

The method of claim 1, wherein said media player reads said electronic media content from a memory storage device (see col 11, lines 50-65).

Claim 17, Angles teaches:

The method of claim 1, wherein said first method of transmission and said second method of transmission are the same type of method of transmission (see col 10, lines 1-5).

Claim 18, Angles teaches:

The method of claim 1, wherein said first method of transmission and said second method of transmission are different types of methods of transmission (see col 23, lines 25-35; via the Internet and via ads stores in client computer).

Claim 19, Angles teaches:

The method of claim 1, wherein said media player can receive data but cannot transmit data (see col 9, lines 25-35).

Claim 20, Angles teaches:

The method of claim 1, wherein said advertising content is provided to said user based upon advertising criteria (see col 4, lines 1-5).

Claim 25, Angles teaches:

The method of claim 1, wherein said media player is used with a cellular phone (see col 10, lines 33-42).

Claim 26, Angles teaches:

The method of claim 1, wherein said media player transmits instant text or audio messages (see col 10, lines 15-20).

Claim 27, Angles teaches:

The method of claim 1, wherein a provider of said electronic media content is compensated at least in part, directly or indirectly, by a provider of said advertising content (see col 4, lines 1-47).

Claim 28, Angles teaches:

The method of claim 1, further comprising the steps of  
disconnecting said media player from said first method of transmission wherein said media player ceases to receive electronic media content via said first method of transmission (see col 23, lines 25-35; storing ads in client computer); and  
updating said advertising content in said media player via said second method of transmission (see col 11, lines 50-65).

Claim 43, Angles teaches:

Computer executable process steps operative to control a computer, stored on a computer readable medium, comprising:

a plurality of steps to receive data required for subsequent calculations (see col 3, lines 1-40) ; and

a plurality of steps to automatically control when advertising content is provided to a user via a media player based on electronic media content that is provided by said media player to said user (see col 3, lines 1-40).

Claim 44, Angles teaches:

The steps of claim 43, wherein said plurality of steps to automatically control when advertising content is provided comprises consideration of demographics of said user (see col 4, lines 1-5).

Claim 45, Angles teaches:

The steps of claim 43, wherein said plurality of steps to automatically control when advertising content is provided comprises consideration of demographics of said electronic media content (see col 14, lines 35-45).

Claim 47, Angles teaches:

The steps of claim 43, wherein said plurality of steps to automatically control when advertising content is provided comprises consideration of demographics of said user, demographics of said electronic media content and a number of times said electronic media content has been played by said media player without playing said advertising content (see col 16, lines 1-40).

Claim 49, Angles teaches:

The method of claim 43, wherein said media player can receive data but cannot transmit data (see col 9, lines 25-35).

Claim 50, Angles teaches:

A method for electronically providing electronic media content and advertising content, said method comprising:

providing a media player (see col 9, lines 25-35);

providing electronic media content, wherein said electronic media content is from an electronic media content provider (see col 3, lines 1-65);

electronically providing said media player with said electronic media content via a first method of transmission (see col 3, lines 1-65);



disconnecting said media player from said first method of transmission wherein said media player ceases to receive electronic media content via said first method of transmission (see col 11, lines 50-65; col 23, lines 15-35); and

after said step of disconnecting, electronically providing said media player with advertising content via a second method of transmission (see col 23, lines 15-35).

Claim 51, Angles teaches:

The method of claim 50, further comprising the step of electronically providing said media player with updated advertising content via said second method of transmission (see col 23, lines 15-35).

Claim 52, Angles teaches:

The method of claim 50, wherein said media player provides electronic media content and advertising content to a user and further wherein said media player controls when advertising is played by said media player (see col 3, lines 1-65).

Claim 53, Angles teaches:

The method of claim 50, wherein said advertising content comprises advertisements and said media player comprises an advertising control module, wherein said advertising control module determines which of said advertisements to play (see col 3, lines 1-65).

Claim 54, Angles teaches:

The method of claim 50, wherein said media player collects and stores user data (see col 4, lines 1-47).

Claim 55, Angles teaches:

The method of claim 54, wherein said user data is electronically provided to a provider of said advertising content (see col 4, lines 1-45).

Claim 59, Angles teaches:

The method of claim 50, wherein said second method of transmission is a wireless transmission (see col 9, lines 25-35).

Claim 60, Angles teaches:

The method of claim 50, wherein said advertising content is provided to said user based upon advertising criteria (see col 3, lines 1-65).

Claim 62, Angles teaches:

The method of claim 50, wherein said advertising content provider pays a payment to have its advertising content played on said media player and said electronic media content provider is paid at least a portion from said payment (see col 4, lines 1-45).

Claim 63, Angles teaches:

The method of claim 50, wherein said media player can receive data but cannot transmit data (see col 9, lines 25-35).

Claim 64, Angles teaches:

The method of claim 50, wherein said media player can receive and transmit data (see col 9, lines 25-35).

***Claim Rejections - 35 USC § 103***

3. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

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(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 23, 24, 29-37, 39-41, 48, 56, 57, 65 and 66 are rejected under 35 U.S.C.

103(a) as being unpatentable over Angles (US 5,933,811).

Claim 23, Angles fails to teach:

The method of claim 1, wherein said media player is used with an automobile audio or video device. However, Official Notice is taken that it is old and well known in the computer art to use media players with an automobile audio or video device. It would have been obvious to person of ordinary skill in the art at the time the application was made, to know that Angles' client computers would include auto wireless communication devices that would establish communication links with Angles's communication medium 20 (see Angles col 10, lines 32-42).

Claim 24, Angles fails to teach:

The method of claim 1, wherein said media player is used with an airplane audio or video device. However, Official Notice is taken that it is old and well known in the computer art to use media players with an airplane devices. It would have been obvious to person of ordinary skill in the art at the time the application was made, to know that Angles' clients computers would use portable computers (*i.e.* PDAs) in airplanes that would display content and advertisements to said clients computers (see Angles col 10, lines 32-42).

Claim 29, Angles teaches:

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A media player that electronically provides electronic media content and advertising content comprising:

an electronic media content storage device, wherein said electronic media content storage device receives and stores electronic media content (see col 11, lines 50-65);

an electronic advertising content storage device, wherein said electronic advertising content storage device receives and stores advertising content (see col 11, lines 50-65);

an output component that outputs said electronic media content and advertising content to a user, and an advertising control module, wherein said advertising control module electronically controls when advertising is provided to said user (see col 3, lines 1-25). Angles fails to teach wherein said electronic media content that is encrypted is decrypted prior to being output. However, Official Notice is taken that it is old and well known in the computer art to encrypt media content transmitted via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 30, Angles teaches:

The media player of claim 29, wherein said advertising content comprises pre-loaded advertising content that has been pre-loaded onto said media player (see col 11, lines 50-65).

Claim 31, Angles teaches:

The media player of claim 29, wherein said electronic media content storage device and said electronic advertising content storage device are the same device (see col 11, lines 50-65).

Claim 32, Angles teaches:

The media player of claim 29, wherein said media player comprises pre-loaded electronic media content that has been pre-loaded onto said media player (see col 11, lines 50-65).

Claim 33, Angles teaches:

The media player of claim 29, wherein said electronic media content storage and device and said advertising content storage device comprises a SIM (see col 10, lines 60-65; col 11, lines 50-65).

Claim 34, Angles fails to teach:

The media player of claim 29, wherein said media player further comprises a decryption module that decrypts electronic media content that has been encrypted. However, Official Notice is taken that it is old and well known in the computer art to encrypt media content transmitted via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 35, Angles teaches:

The media player of claim 34, wherein said media player further comprises an access data storage device that receives and stores access data (see col 11, lines 50-

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65) but fails to teach wherein said decrypting module uses access data to decrypt said electronic media content that has been encrypted. However, Official Notice is taken that it is old and well known in the computer art to encrypt media content transmitted via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 36, Angles teaches:

The media player of claim 35, wherein said access data storage device receives said access data via a third method of transmission (see col 12, lines 30-40).

Claim 37, Angles teaches:

The media player of claim 36, wherein said media player receives said electronic media content via a first method of transmission and said advertising content via a second method of transmission (see col 11, lines 50-65). Angles does not expressly teach that said electronic media is encrypted. However, Official Notice is taken that it is old and well known in the computer art to encrypt media content transmitted via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 39, Angles teaches:

The media player of claim 29, wherein said media player can receive data but cannot transmit data (see col 12, lines 30-35).

Claim 40, Angles teaches:

The media player of claim 29, wherein said media player can receive and transmit data (see col 12, lines 30-40).

Claim 41, Angles teaches:

The media player of claim 29, wherein said media player receives said electronic media content and said advertising content via a first method of transmission (see col 3, lines 1-65).

Claim 48, Angles fails to teach:

The steps of claim 43, wherein said electronic media content is encrypted and access data is provided to decrypt said electronic media content. However, Official Notice is taken that it is old and well known in the computer art to encrypt content delivered via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 56, Angles fails to teach:

The method of claim 50, wherein said electronic media content is encrypted, said method further comprising decrypting said electronic media content. However, Official Notice is taken that it is old and well known in the computer art to encrypt content transmitted via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 57, Angles teaches:

The method of claim 56, further comprising access data, and said access data is provided via a third method of transmission (see col 12, lines 30-40) but fails to teach wherein said access data is used to decrypt said electronic media content. However, Official Notice is taken that it is old and well known in the computer art to encrypt content transmitted via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 65, Angles teaches:

A method of electronically providing electronic media content and advertising content, said method comprising the steps of:

providing a media player (see col 10, lines 33-40);

providing electronic media content (see col 2, line 45 – col 3, line 30; col 21, lines 52-60 "Internet Radio");

providing advertising content (see col 3, lines 1-25);

providing access data regarding said electronic media content (see col 3, lines 1-65);

electronically providing said media player with said electronic media content via a first method of transmission (see col 3, lines 1-25);

disconnecting said media player from said first method of transmission wherein said media player ceases to receive electronic media content via said first method of transmission (see col 11, lines 50-65; col 23, lines 25-45); and



after said step of disconnecting, electronically providing said media player with advertising content via a second method of transmission (see col 23, lines 25-45).

Angles fails to teach:

decrypting said electronic media content; electronically providing said media player with said access data via a third method of transmission, wherein said media player provides said electronic media content to a user after said step of electronically providing said media player with said access data and after said step of decrypting. However, Official Notice is taken that it is old and well known in the computer art to encrypt content transmitted via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles would encrypt media content in order to securely transmit said content via the Internet.

Claim 66, Angles teaches:

The method of claim 65, wherein said media player electronically controls when said advertising content is provided to said user.

4. Claims 9, 13-15, 21, 22, 38, 42, 46, 58 and 61 are rejected under 35 U.S.C. 103(a) as being unpatentable over Angles (US 5,933,811) in view of Jacobs (US 2004/0039784).

Claim 9, Angles fails to teach:

The method of claim 1, wherein said media player determines whether to allow said media player to play electronic media content based upon access rules. However, Jacobs teaches a system the encompasses a multimode software product which

includes three "self contained" different versions or modes including a "first full feature set" version which is activated when the software product is paid by a user, a "second full feature set" which is activated when the user agrees to accept advertisements delivered to the client device in order to subsidize the software product and a "reduced version set" which is activated when the software is not paid for and the user does not agree to accept advertisements (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles' content providers (*i.e.* Internet radio providers<sup>1</sup>) would allow users to access different content based upon said users agreement to accept advertisements, as taught by Jacobs in order to subsidize the delivering of said content to said users. This feature would allow content providers and users to benefit by receiving compensation from viewing advertisements.

Claim 13, Angles fails to teach:

The method of claim 1 further comprising:

providing access data, wherein said electronic media content is encrypted and said access data is related to said encrypted electronic media content; electronically providing said media player with said access data; determining whether access rules have been satisfied; decrypting said encrypted electronic media content using said access data; and wherein said media player provides said electronic media content to a user after said steps of determining and decrypting. However, Jacobs teaches a system the encompasses a multimode software product which includes three "self contained"

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<sup>1</sup> Angles col 21, lines 55-60)

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different versions or modes including a “first full feature set” version which is activated when the software product is paid by a user, a “second full feature set” which is activated when the user agrees to accept advertisements delivered to the client device in order to subsidize the software product and a “reduced version set” which is activated when the software is not paid for and the user does not agree to accept advertisements (see Jacobs paragraph 126-127, 237). Also, Official Notice is taken that it is old and well known in the computer art to use encryption to securely transmit data via the Internet. Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles’ content providers (*i.e.* Internet radio providers<sup>2</sup>) would allow users to access different encrypted content based upon said users agreement to accept advertisements, as taught by Jacobs in order to allow content providers and users to benefit by receiving compensation from viewing advertisements in a secure encrypted way.

Claim 14, Angles teaches:

The method of claim 13, wherein said step of electronically providing said media player with said access data comprises electronically providing said media player with said access data via a third method of transmission (see col 11, lines 50-65).

Claim 15, Angles teaches:

The method of claim 14, wherein said access data is delivered from a provider of said electronic media content to a coordination system via a fourth method of transmission (see col 12, lines 30-40).

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<sup>2</sup> Angles col 21, lines 55-60)

Claim 21, Angles fails to teach:

The method of claim 1, wherein said media player determines whether to play said advertising content based upon a service level. However, Jacobs teaches a system the encompasses a multimode software product which includes three “self contained” different versions or modes including a “first full feature set” version which is activated when the software product is paid by a user, a “second full feature set” which is activated when the user agrees to accept advertisements delivered to the client device in order to subsidize the software product and a “reduced version set” which is activated when the software is not paid for and the user does not agree to accept advertisements (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles’ content providers (*i.e.* Internet radio providers<sup>3</sup>) would allow users to access different content based upon said users agreement to accept advertisements, as taught by Jacobs in order to subsidize the delivering of said content to said users.

Claim 22, Angles fails to teach:

The method of claim 21, wherein said service level is stored in a header of said electronic media content. However, Jacobs teaches a system that automatically adjusts the service level provided to users based upon said users’ monitor behavior (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles’ electronic media content would indicate the version of the software product provided to

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<sup>3</sup> Angles col 21, lines 55-60)

users (*i.e.* service level) according to said users' monitoring behavior and said software version would be indicated in the HTML header of the media content (see Jacobs paragraph 85) in order to automatically adjust the version presented to said users.

Claim 38, Angles fails to teach:

The media player of claim 29, wherein access rules determine whether said media player can output said electronic media content. However, Jacobs teaches a system that encompasses a multimode software product which includes three "self contained" different versions or modes including a "first full feature set" version which is activated when the software product is paid by a user, a "second full feature set" which is activated when the user agrees to accept advertisements delivered to the client device in order to subsidize the software product and a "reduced version set" which is activated when the software is not paid for and the user does not agree to accept advertisements (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles' content providers (*i.e.* Internet radio providers<sup>4</sup>) would allow users to access different content based upon said users agreement to accept advertisements in order to subsidize the delivering of said content to said users, as taught by Jacobs. This feature would allow content providers and users to benefit by receiving compensation from viewing advertisements.

Claim 42, Angles fails to teach:

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<sup>4</sup> Angles col 21, lines 55-60)

The media player of claim 29, wherein a service level is stored in a header of said electronic media content and said media player determines whether to play said advertising content based upon a service level. However, Jacobs teaches a system the encompasses a multimode software product which includes three “self contained” different versions or modes including a “first full feature set” version which is activated when the software product is paid by a user, a “second full feature set” which is activated when the user agrees to accept advertisements delivered to the client device in order to subsidize the software product and a “reduced version set” which is activated when the software is not paid for and the user does not agree to accept advertisements (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles’ content providers (*i.e.* Internet radio providers<sup>5</sup>) would allow users to access different content based upon said users agreement to accept advertisements in order to subsidize the delivering of said content to said users, as taught by Jacobs. This feature would allow content providers and users to benefit by receiving compensation from viewing advertisements.

Claim 46, Angles fails to teach:

The steps of claim 43, wherein said plurality of steps to automatically control when advertising content is provided comprises consideration of a number of times said electronic media content has been played by said media player without playing said advertising content. However, Jacobs teaches a system that automatically adjusts the

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<sup>5</sup> Angles col 21, lines 55-60)

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service level provided to users based upon said user behavior, such as the number of times advertisements have been displayed to users (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles' electronic media content would indicate the service level provided to users according to said users' monitoring behavior, and would indicate in the HTML header of the media content the version of said software displayed to said users (see Jacobs paragraph 85). This feature would allow content providers and users to benefit by receiving compensation from viewing advertisements.

Claim 58, Angles fails to teach:

The method of claim 50, wherein said media player determines whether to allow said media player to play electronic media content based upon access rules. However, Jacobs teaches a system that encompasses a multimode software product which includes three "self contained" different versions or modes including a "first full feature set" version which is activated when the software product is paid by a user, a "second full feature set" which is activated when the user agrees to accept advertisements delivered to the client device in order to subsidize the software product and a "reduced version set" which is activated when the software is not paid for and the user does not agree to accept advertisements (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles' content providers (*i.e.* Internet radio

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providers<sup>6</sup>) would allow users to access different content based upon said users agreement to accept advertisements in order to subsidize the delivering of said content to said users, as taught by Jacobs. This feature would allow content providers and users to benefit by receiving compensation from viewing advertisements.

Claim 61, Angles fails to teach:

The method of claim 50, wherein said media player determines whether to play said advertising content based upon a service level. However, Jacobs teaches a system the encompasses a multimode software product which includes three "self contained" different versions or modes including a "first full feature set" version which is activated when the software product is paid by a user, a "second full feature set" which is activated when the user agrees to accept advertisements delivered to the client device in order to subsidize the software product and a "reduced version set" which is activated when the software is not paid for and the user does not agree to accept advertisements (see Jacobs paragraph 126-127, 237). Therefore, it would have been obvious to a person of ordinary skill in the art at the time the application was made, to know that Angles' content providers (*i.e.* Internet radio providers<sup>7</sup>) would allow users to access different content based upon said users agreement to accept advertisements in order to subsidize the delivering of said content to said users, as taught by Jacobs. This feature would allow content providers and users to benefit by receiving compensation from viewing advertisements.

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<sup>6</sup> Angles col 21, lines 55-60)

<sup>7</sup> Angles col 21, lines 55-60)



***Conclusion***

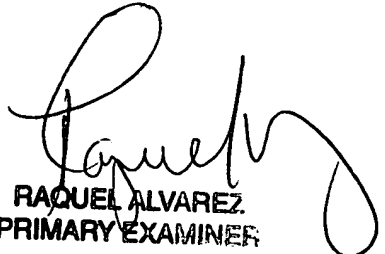
5. Any inquiry concerning this communication or earlier communications from the examiner should be directed to DANIEL LASTRA whose telephone number is 571-272-6720 and fax 571-273-6720. The examiner can normally be reached on 9:30-6:00.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, ERIC W. STAMBER can be reached on 571-272-6724. The official Fax number is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

DL

Daniel Lastra  
September 16, 2006

  
RAQUEL ALVAREZ  
PRIMARY EXAMINER